

REMARKS

Examiner Rhode is thanked for the thorough examination of the subject Patent Application. The Claims have been carefully reviewed and amended, and are considered to be in condition for allowance.

5 Reconsideration of the rejection under 35 USC §101 of Claims 1 – 56, in which the Examiner holds that the claimed invention is directed to non-statutory subject matter directed to a process that does nothing more than manipulate an abstract idea and has no practical application in the technological arts, is requested in light of the following arguments. The applicant believes that the
10 claimed invention of Claims 1 – 56 accomplishes a practical application. That is the invention of Claims 1 – 56 produces a "useful, concrete and tangible result." (State Street Bank & Trust Co. v. Signature Financial Group Inc., 149 F. 3d 1368, 1374, 47 USPQ2d 1596, 1601-02, Fed. Cir. 1998). The "concrete and tangible" results of this invention are:

15 for Claims 1-9 and 45-55:

 creating a contractual relationship between a camera provider and
 a consumer; (Claim 1, Lines 3-4)

 determining that the consumer has at least one of a plurality of
 financial instruments; (Claim 1, Lines 14-15)

providing the consumer with the camera, in response to the
consumer entering into the commitment and determining that
said consumer has at least one of the plurality financial
instruments; (Claim 1, Lines 16-18)

5 transferring from said consumer images acquired by said camera to
an image processor; (Claim 1, Lines 3-4)

restricting access to images acquired from the camera to prevent
the consumer from obtaining reproductions of the images made
from a source not associated with the camera provider; (Claim
10 1, Lines 21-24)

and

printing reproductions of at least one of the images having
restricted access. (Claim 1, Lines 25-26)

For Claims 10 -34 and 56:

15 creating a contractual relationship between a camera provider and
a consumer; (Claim 10, Lines 3-4) and

determining that the consumer has at least one of a plurality of
financial instruments; (Claim 10, Lines 12-13)

providing the user with the camera at least partly in response to the
user entering into the commitment and determining that said
consumer has at least one of the plurality financial instruments.
(Claim 10, Lines 14-16)

5 For Claims 35-39:

creating a contractual relationship between a camera distributor
and a consumer; (Claim 35, Lines 2-3)

receiving at a computer at least one image taken with the camera;
(Claim 35, Line 10)

10 receiving an order for a reproduction of the at least one image;
(Claim 35, Line 11)

and

creating said reproduction of the at least one image; (Claim 35,
Line 12)

15 Claims 40 – 45:

creating a contractual relationship between a camera distributor
and a consumer; (Claim 40, Lines 2-3)

receiving payment from the consumer for image reproductions of
images captured with the camera; (Claim 40, Lines 13-14)

providing said reproductions of images to said consumer; (Claim
40, Line 15)

5 and

paying the camera manufacturer at least a first amount based, at
least in part, on the payment received from the consumer. (Claim
40, Line 16-17)

The applicant believes that the concrete and tangible results, as cited
10 above, are in fact directed to a process that does more than manipulate an
abstract idea.

Additionally, the applicant believes that transferring images (Claim 1,
Lines 3-4), restricting access to images (Claim 1, Lines 21-24), printing
reproductions of the images having restricted access (Claim 1, Lines 25-26),
15 determining that the consumer has financial instruments; (Claim 10, Lines 12-
13), receiving images at a computer (Claim 35, Line 10), receiving an order for a
reproduction of images (Claim 35, Line 11), and reproduction of the images
(Claim 35, Line 12) and (Claim 40, Line 15) each have practical application in the
technological arts.

Reconsideration of the rejection under 35 USC §103(a) of Claims 1, 2, 6 - 11, 19 - 28, 30 - 47, 49 - 58, 62 - 68, 70 - 78 and 82 - 96 as being unpatentable over the combination of U. S. Patent 5,963,752 (Zander) and Photographic Trade News, "Satisfaction Yields Future Gains"; July 1994 (hereafter referred to as "PTN") in view of U. S. Patent 5,974,401 (Enomoto), and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments.

Briefly, the applicant wishes to point out the major features of the invention, which is a novel method and system where a camera provider offers to provide cameras, such as digital cameras or film cameras, to consumers free or at a discounted cost in exchange for the purchase of a certain number of image reproduction or prints. Thus, consumers benefit, as their initial financial outlay for a camera is reduced or eliminated. Image reproduction companies that provide prints or other image reproductions also benefit, as they can expect that a certain number of image reproductions will be ordered for each camera provided, thereby ensuring a more predictable cash flow.

In addition, an image-locking feature allows images to be selectively "locked" or secured by encryption before being transferred from the camera. This prevents the consumer from printing full resolution hard copy versions of the images, or having unauthorized print houses make such prints, unless the images are unlocked or decrypted. However, the consumer may be allowed to view the images on a camera display, or thumbnail versions of the images on a terminal or the like. The camera provider or related entity holds the key used to

unlock the images. The consumer uploads the encrypted images to a server associated with the camera provider or related entity. The images may be uploaded directly from the camera, or via a terminal networked to the server. The images are then released by decryption and the consumer or others may
5 order copies of the images, ensuring that the camera provider receives income from print orders of images taken with the camera.

One aspect of the present invention enables camera manufacturers to participate in the revenue stream associated with print orders and the like. A camera manufacturer provides a discount or other benefit to a camera distributor,
10 who in turn distributes the cameras to consumers who contract to purchase a certain amount of prints. In exchange for the discount provided by the camera manufacturer, the camera distributor ensures that a portion of the proceeds resulting from the purchase of prints by consumers is provided to the camera manufacturer.

15 Yet another aspect of the present invention provides prints of images taken with the camera for free or a reduced cost. In exchange, the consumer agrees to have advertisements, including notices, offers or coupons, accompany the prints. Advertisers thereby also benefit, as they are ensured that there is a great likelihood that their advertisements will be read. The advertisements and
20 coupons may be appropriately selected based on a given consumer's profile, including the consumer's demographic profile, camera usage patterns, and purchase patterns. The profile information may be provided by or collected from

the consumer. All or portions of the profile information may be stored in the camera. The advertisements may be, by way of example, tear-offs attached to the print. In addition or alternatively, the advertisements may be printed over the image or in a border area around the image.

5 In addition, friends and family members benefit from the present invention, because, by using a networked terminal, they can view and/or order reproductions of pictures taken by the consumer. Optionally, the consumer may designate who is authorized to view pictures taken by the consumer. The consumer may receive credit, discounts, and/or rebates based on orders for the
10 consumer's pictures by others.

 Zander provides a camera to a user with a filmstrip having certain characteristics including the film type and number of exposures to be included in the camera. Further Zander describes communicating user photofinishing instructions, which are then stored in the camera for future processing. There is
15 no description of the user of commitment to the purchase of a first amount of image reproductions. In Zander, the camera is loaded with a certain number of exposures. With regards to Claims 1-9, 45 - 55, and 77 - 95, Zander does not provide:

 committing by said consumer to the purchase of at least the first
20 amount of image reproductions within the selected amount of time; (Claim 1, Lines 11-13)

transferring from said consumer images acquired by said camera to
an image processor; (Claim 1, Lines 19-20)

and

restricting access to images acquired from the camera to prevent

5 the consumer from obtaining reproductions of the images made
from a source not associated with the camera provider; (Claim
1, Lines 21 - 24).

There is no teaching in Zander to predicate the purchase of the camera based on
the amount of film or images purchased. Zander just describes the creation of a
10 kiosk where a camera can be purchased preloaded with film or a camera may be
placed in the mechanism for removal and replacement of film. The canister
containing the exposed film may be returned to the customer or may be sent for
developing directly. While there is a security code (Fig. 17b), this security code
does not prevent the customer from accessing the images for printing "from a
15 source not associated with the camera provider".

With regards to Claims 10 – 34 and 56, Zander does not provide:

receiving a commitment by the user to purchase at least a first
amount of image reproductions; (Claim 10, Lines 10 – 11)

storing camera usage information in a user information
database, whereby said camera usage information; (Claim
11, Lines 2 – 3)

and

5 encrypting by the camera of at least a first image captured by
said camera to prevent the user from having prints of at least
the first image from a source not associated with a provider
of said camera; (Claim 19, lines 2 – 4)

As stated above, there is no teaching in Zander to predicate the purchase
10 of the camera based on the amount of film or images purchased. There is a
security code (Fig. 17b), the security code does not provide encryption to prevent
the customer from accessing the images for printing “from a source not
associated with the camera provider”.

Zander does have camera information but it does not detail the type of
15 usage information of this invention.

With regards to Claims 42 – 44, Zander does not provide:

offering to lease said camera for a predetermined period wherein
said lease includes providing the user with a first number of
prints at no additional cost as part of the lease; (Claim 42, Lines
20 3 – 5)

providing the user with the first number of prints at no additional
cost as part of the lease; (Claim 42, Lines 8 – 9)

and

providing additional prints beyond the first number of prints for no
more than a predetermined fee. (Claim 42, Lines 10 – 11)

While Zander does discuss rental of the camera, the rental or lease of the
camera is not based on the amount of film purchased or images purchased.

With regards to Claims 57 – 76, Zander does not provide:

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

and

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

As described above, there is no teaching in Zander for a device that has the purchase of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal
5 and replacement of film. The canister containing the exposed film may be returned to the customer or may be sent for developing directly. While there is a security code (Fig. 17b), this security code does not provide a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

10 PTN describes the characteristics of new camera owners and suggests that promoting photofinishing services to new camera buyers. PTN suggests programs such as frequent film finishing programs akin to the frequent flier programs employed by the airline industry. In the analogy of a frequent flier program, a customer earns the ability to travel based on the miles traveled. The
15 frequent finishing program would then provide discounts on finishing of film for reproduction of prints. There is no teaching in PTN for:

committing by said consumer to the purchase of at least the first amount of image reproductions within the selected amount of time; (Claim 1, Lines 11-13)

20 transferring from said consumer images acquired by said camera to an image processor; (Claim 1, Lines 19-20)

restricting access to images acquired from the camera to prevent
the consumer from obtaining reproductions of the images made
from a source not associated with the camera provider; (Claim
1, Lines 21 - 24)

5 receiving a commitment by the user to purchase at least a first
amount of image reproductions; (Claim 10, Lines 10 – 11)

storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

encrypting by the camera of at least a first image captured by said
10 camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
camera; (Claim 19, lines 2 – 4)

offering to lease said camera for a predetermined period wherein
said lease includes providing the user with a first number of
15 prints at no additional cost as part of the lease; (Claim 42, Lines
3 – 5)

providing the user with the first number of prints at no additional
cost as part of the lease; (Claim 42, Lines 8 – 9)

providing additional prints beyond the first number of prints for no
20 more than a predetermined fee; (Claim 42, Lines 10 – 11)

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
5 with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

and

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
10 by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

While Enomoto does provide for image transfers over a network, from a
camera to an image processor for print reproduction and for transfer of a certain
level of camera usage information, Enomoto does not describe:

15 committing by said consumer to the purchase of at least the first
amount of image reproductions within the selected amount of
time; (Claim 1, Lines 11-13)

transferring from said consumer images acquired by said camera to
an image processor; (Claim 1, Lines 19-20) restricting access to
20 images acquired from the camera to prevent the consumer from

obtaining reproductions of the images made from a source not
associated with the camera provider; (Claim 1, Lines 21 - 24)

receiving a commitment by the user to purchase at least a first
amount of image reproductions; (Claim 10, Lines 10 – 11)

5 encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
camera; (Claim 19, lines 2 – 4)

offering to lease said camera for a predetermined period wherein
10 said lease includes providing the user with a first number of
prints at no additional cost as part of the lease; (Claim 42, Lines
3 – 5)

providing the user with the first number of prints at no additional
cost as part of the lease; (Claim 42, Lines 8 – 9)

15 providing additional prints beyond the first number of prints for no
more than a predetermined fee; (Claim 42, Lines 10 – 11)

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
20 amount of time and the camera provider provides the consumer

with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

and

an image securing device associated with said camera to prevent
5 reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

While Steinberg does describe encryption of image data to prevent
unauthorized, there is no teaching in Steinberg for:

10 committing by said consumer to the purchase of at least the first
amount of image reproductions within the selected amount of
time; (Claim 1, Lines 11-13)

transferring from said consumer images acquired by said camera to
an image processor; (Claim 1, Lines 19-20)

15 receiving a commitment by the user to purchase at least a first
amount of image reproductions; (Claim 10, Lines 10 – 11)

storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

offering to lease said camera for a predetermined period wherein
said lease includes providing the user with a first number of
prints at no additional cost as part of the lease; (Claim 42, Lines
3 – 5)

5 providing the user with the first number of prints at no additional
cost as part of the lease; (Claim 42, Lines 8 – 9)

providing additional prints beyond the first number of prints for no
more than a predetermined fee; (Claim 42, Lines 10 – 11)

and

10 a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
15 commitment; (Claim 57, Lines 5 – 9)

Steinberg does not provide for encryption within the camera. The system
of Steinberg details the encryption within a separate computer system. Without
encryption within the camera (Claim 19, lines 2 – 4), the user would be able to
access the images for reproduction and defeat the terms of the contractual
20 relationship.

The invention as claimed in amended Claims 1, 2, 6 - 11, 19 - 28, 30 - 47, 49 - 58, 62 - 68, 70 - 78 and 82 - 96 is believed to be novel and patentable over Zander, PTN, Enomoto, and Steinberg because there is an insufficient basis to conclude that the combination of claimed elements would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 3, 59, and 79 as being unpatentable over the combination of Zander, PTN, Enomoto, and Steinberg, and further in view of U. S. Patent 5,760,917 (Sheridan) is requested in light of the following arguments. Please refer above for the arguments with regards to Zander, PTN, Enomoto, and Steinberg.

Sheridan relates to an image distribution network where images are stored in a hub server. While Sheridan does discuss display of low resolution images, there is no discussion of an application of displaying low resolution images on a display incorporate in a camera. Further, Sheridan does not provide teaching to:

committing by said consumer to the purchase of at least the first amount of image reproductions within the selected amount of time; (Claim 1, Lines 11-13)

transferring from said consumer images acquired by said camera to
an image processor; (Claim 1, Lines 19-20)

receiving a commitment by the user to purchase at least a first
amount of image reproductions; (Claim 10, Lines 10 – 11)

5 storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

offering to lease said camera for a predetermined period wherein
said lease includes providing the user with a first number of
prints at no additional cost as part of the lease; (Claim 42, Lines
10 3 – 5)

providing the user with the first number of prints at no additional
cost as part of the lease; (Claim 42, Lines 8 – 9)

providing additional prints beyond the first number of prints for no
more than a predetermined fee; (Claim 42, Lines 10 – 11)

15 and

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer

with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

The invention as claimed in amended Claims 3, 59, and 79 is believed to
be novel and patentable over Zander, PTN, Enomoto, Steinberg and Sheridan,
5 because there is an insufficient basis to conclude that the combination of claimed
elements would have been obvious to one skilled in the art. That is to say, there
must be something in the prior art or line of reasoning to suggest that the
combination of these various references is desirable. The applicant believes that
there is no such basis for the combination. The applicant therefore requests that
10 Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 4, 5, 60
– 61, and 80 – 81 as being unpatentable over the combination of Zander, PTN,
Enomoto, and Steinberg, and further in view of U. S. Patent 6,029,141 (Bezos et
15 al.) is requested in light of the following arguments. Please refer above for the
arguments with regards to Zander, PTN, Enomoto, and Steinberg.

Bezos et al. is a referral system where a second customer is referred for a
sale with a commission the referring person for the sale. Bezos et al. does not
refer to cameras and image reproductions. Bezos et al. does not discuss:

committing by said consumer to the purchase of at least the first
amount of image reproductions within the selected amount of
time; (Claim 1, Lines 11-13)

transferring from said consumer images acquired by said camera to
an image processor; (Claim 1, Lines 19-20)

restricting access to images acquired from the camera to prevent
the consumer from obtaining reproductions of the images made
from a source not associated with the camera provider; (Claim
1, Lines 21 - 24);

receiving a commitment by the user to purchase at least a first
amount of image reproductions; (Claim 10, Lines 10 – 11)

storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
camera; (Claim 19, lines 2 – 4)

offering to lease said camera for a predetermined period wherein
said lease includes providing the user with a first number of

prints at no additional cost as part of the lease; (Claim 42, Lines
3 – 5)

providing the user with the first number of prints at no additional
cost as part of the lease; (Claim 42, Lines 8 – 9)

5 providing additional prints beyond the first number of prints for no
more than a predetermined fee; (Claim 42, Lines 10 – 11)

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
10 amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

and

an image securing device associated with said camera to prevent
15 reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

The invention as claimed in amended Claims 4, 5, 60 – 61, and 80 – 81 is
believed to be novel and patentable over Zander, PTN, Enomoto, Steinberg, and
20 Bezos et al., because there is an insufficient basis to conclude that the

combination of claimed elements would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant
5 therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 12, 29, 48, 69, and 89 as being unpatentable over the combination of Zander, PTN, Enomoto, and Steinberg, and further in view of U. S. Patent 6,369,908 B1 (Frey
10 et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to Zander, PTN, Enomoto, and Steinberg.

Frey et al. provides a banner message, text message, or audio message attached to an image from a separate kiosk not from a camera provided to a consumer on a purchased or rental basis. There is no teaching about sending
15 advertising or coupons to a user or incorporating the advertising with the printed images. Further, Frey et al. does not provide teaching to:

committing by said consumer to the purchase of at least the first
amount of image reproductions within the selected amount of
time; (Claim 1, Lines 11-13)

20 transferring from said consumer images acquired by said camera to
an image processor; (Claim 1, Lines 19-20)

restricting access to images acquired from the camera to prevent
the consumer from obtaining reproductions of the images made
from a source not associated with the camera provider; (Claim
1, Lines 21 - 24);

5 receiving a commitment by the user to purchase at least a first
amount of image reproductions; (Claim 10, Lines 10 – 11)
storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)
selecting advertising to be presented to the user based at least in
10 part on the camera usage information; (Claim 12, Lines 1 – 3)

encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
15 camera; (Claim 19, lines 2 – 4)

downloading an advertisement into the camera and displaying the
advertisement on a camera display; (Claim 29, Lines 1 – 3)

offering to lease said camera for a predetermined period wherein
said lease includes providing the user with a first number of

prints at no additional cost as part of the lease; (Claim 42, Lines
3 – 5)

providing the user with the first number of prints at no additional
cost as part of the lease; (Claim 42, Lines 8 – 9)

5 providing additional prints beyond the first number of prints for no
more than a predetermined fee; (Claim 42, Lines 10 – 11)

providing advertising to said consumer based on said personal
information; (Claim 48, Lines 1 – 3)

a contractual interface between said camera provider and said
10 consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

15 an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider; (Claim
57, Lines 12 – 14)

an advertising provider in communication with the consumer
20 database and said consumer to convey advertising information

to said consumer based on said personal information through
said image reproductions in return for credit toward said
commitment for image reproductions; (Claim 69, Lines 2 – 5)

and

5 providing advertising to said consumer based on said personal
information. (Claim 69, Lines 2– 3)

The invention as claimed in amended Claims 12, 29, 48, 69, and 89 is
believed to be novel and patentable over Zander, PTN, Enomoto, Steinberg, and
Frey, et al., because there is an insufficient basis to conclude that the
10 combination of claimed elements would have been obvious to one skilled in the
art. That is to say, there must be something in the prior art or line of reasoning to
suggest that the combination of these various references is desirable. The
applicant believes that there is no such basis for the combination. The applicant
therefore requests that Examiner Rhode reconsider the rejection in view of these
15 arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 13 – 18
as being unpatentable over the combination of Zander, PTN, Enomoto, and
Steinberg, and further in view of U. S. Patent 6,360,362 (Fitchner et al.) is
requested in light of the following arguments. Please refer above for the
20 arguments with regards to Zander, PTN, Enomoto, and Steinberg.

Fitchner et al. provides a method where a "host system detects that the firmware on the imaging device is incompatible with a configuration of the host system. In response to detecting the incompatibility, an updated firmware image is transferred from the host system to the imaging device." Fitchner et al. does
5 not discuss:

receiving a commitment by the user to purchase at least a first
amount of image reproductions; (Claim 10, Lines 10 – 11)

storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

10 modifying camera performance based, at least in part, on the
camera usage information; (Claim 13, Lines 1 – 2)

predicting camera battery life based, at least in part, on the number
of pictures taken with the camera during a predetermined time
period; (Claim 14, Lines 1 – 3)

15 predicting when camera memory will be full based, at least in part,
on the number of pictures taken with the camera during a
predetermined time period; (Claim 15, Lines 1 – 3)

modifying camera energy management based, at least in part, on
the number of pictures taken with the camera during a
20 predetermined time period; (Claim 16, Lines 1 – 3)

that at least a portion of the camera usage information is stored in
camera memory; (Claim 17, Lines 1 – 2)

and

that at least a portion of the camera usage information is stored on
5 a server associated with a Web site. (Claim 18, Lines 1 – 2)

Claims 13 – 18 provide for the change in the operational modes of the
camera based on the camera usage information of Claim 11. The firmware
modifications are dependent upon the type of host system being used to update
the firmware of the camera and further, there is no discussion of extracting the
10 user information for determining the firmware update to applied to the camera.

The invention as claimed in amended Claims 13 - 18 is believed to be
novel and patentable over Zander, PTN, Enomoto, Steinberg, and Fitchner et al.,
because there is an insufficient basis to conclude that the combination of claimed
elements would have been obvious to one skilled in the art. That is to say, there
15 must be something in the prior art or line of reasoning to suggest that the
combination of these various references is desirable. The applicant believes that
there is no such basis for the combination. The applicant therefore requests that
Examiner Rhode reconsider the rejection in view of these arguments.

The related art references made of record and not relied upon have been reviewed and it is agreed that they do not suggest the present detailed claimed invention.

Applicant respectfully requests that a timely Notice of Allowance for all
5 claims be issued in this case.

It is requested that should Examiner Rhode not find that the Claims are now allowable, that the undersigned be called at (845) 452-5863 to overcome any problems preventing allowance.

Respectfully Submitted,
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